

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,) CASE NO. 1:05CR582
)
Plaintiff,) JUDGE CHRISTOPHER A. BOYKO
)
v.)
)
DANIEL JOSIC,)
)
Defendant.) FINAL ORDER OF FORFEITURE
) RE: 1874 MARLOES AVENUE, EAST
) <u>CLEVELAND, OHIO; PPN 672-24-063</u>

It appears to the Court that proper proceedings for the issuance of this Final Order of Forfeiture have been had in this case as follows:

1. By the Preliminary Order of Forfeiture, filed on June 13, 2006 [Dkt. No. 52], the following property was forfeited to the United States under 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) for disposition in accordance with law, subject to the provisions of 21 U.S.C. § 853(n), as incorporated by 28 U.S.C. § 2461(c): \$500,000.00 to be paid by defendant Daniel Josic to the United States.

2. No part of the \$500,000.00 has been paid by defendant Josic to the United States.

3. By this Court's Order dated June 13, 2007 [Dkt. No. 116], the preliminary order of forfeiture was amended to include the following property of defendant Josic as **substitute property**: the subject apartment building located at 1874 Marloes Avenue, East Cleveland, Ohio; Permanent Parcel No. 672-24-063 (hereinafter, "the subject apartment building" or "the property").

4. Under 21 U.S.C. § 853(n), third parties asserting a legal interest in initially forfeited properties are entitled to a judicial determination of the validity of the legal claims or interests they assert.

5. On February 16, 2008, Marloes Apartments, LLC, filed a petition claiming an interest in the subject apartment building. [Dkt. No. 129.]

6. Also on February 16, 2008, the following persons filed petitions claiming interests in the subject apartment building: Nathaniel Josic [Dkt. No. 130], Boyan Josic [Dkt. No. 130], Philip Josic [Dkt. No. 130], Doriel Josic [Dkt. No. 130], Adina Josic [Dkt. No. 131], and Cora Tellez [Dkt. No. 132].

7. By an "Order Adopting Report and Recommendation of Magistrate Judge", dated December 12, 2008 [Dkt. No. 151], this Court granted the United States' Motion to Dismiss the third-

party petitions of Marloes Apartments, LLC, Nathaniel Josic, Boyan Josic, Philip Josic, Doriel Josic, Adina Josic, and Cora Tellez.

Accordingly, it is hereby ORDERED, ADJUDGED, and DECREED:

8. The United States is authorized to seize the following property, and it is finally forfeited to the United States for disposition in accordance with law: 1874 Marloes Avenue, East Cleveland, Ohio; Permanent Parcel No. 672-24-063.¹

9. The proceeds of the sale of the property shall be paid as follows:

a.) To the United States for the payment of all reasonable expenses incurred in the preservation of the property; all outstanding property taxes due and owing in accordance with federal law; and, the reasonable costs of the sale of the property.

b.) On May 31, 2006; September 29, 2006; and, September 28, 2007, Tax Certificates for the property were sold to Plymouth Park Tax Services, LLC. The tax certificate purchase prices were as follows: \$11,138.98 (May 31, 2006); \$12,211.86 (September 29, 2006); and, \$14,241.09 (September 28, 2007). Upon the sale of the property, Plymouth Park Tax Services, LLC, shall be paid in

¹ As to third-party petitioners Marloes Apartments, LLC, Nathaniel Josic, Boyan Josic, Philip Josic, Doriel Josic, Adina Josic, and Cora Tellez, the United States has satisfied all of the statutory requirements set forth in 21 U.S.C. § 853(n). Therefore, as to these petitioners, the United States has clear title to the property and may warrant good title to any subsequent purchaser or transferee. See, 21 U.S.C. § 853(n) (7).

accordance with the tax certificates. (See, Exhibits 1-3: Tax Certificates.)²

c.) Upon the sale of the property, a payment shall be made to Joseph E. Oliver, Co., which holds a purported mortgage against the property. The mortgage is dated May 25, 2007, and was given for the consideration of \$5,519.98. (Exhibit 4: Mortgage.)

d.) The balance of the sale proceeds remaining after the above disbursements shall be forfeited to the United States.

10. The forfeiture aspect of this case will remain pending until the \$500,000.00 forfeiture obligation of defendant Josic is paid in full.

SO ORDERED this 16th day of December, 2008.

Christopher A. Boyko
Christopher A. Boyko
United States District Judge

FILED

DEC 16 2008

CLERK OF COURTS
U.S. DISTRICT COURT, N.D.O.
CLEVELAND

² As of December 31, 2008, the outstanding balance due Plymouth Park Tax Services, LLC, is \$51,319.85.

DTE Form 121N
Prescribed 4/98
ORC 5721.31(G)

TAX CERTIFICATE**NO. 06-800**

CUYAHOGA COUNTY RECORDER

PATRICK J. O'MALLEY - 1

PTXL 06/07/2006 09:10:18 AM

200606070189

(Negotiated Sale)

This Certificate will be cancelled 6 years after the date of sale pursuant to O.R.C. 5721.37, unless date is extended pursuant to O.R.C. 5721.38(C)(2)

In the State of Ohio, I do hereby certify that at a negotiated sale pursuant to Ohio Revised Code 5721.33, the Tax Certificate for the parcel listed below was offered and sold, and the Certificate was delivered on Wednesday, May 31, 2006, in Cuyahoga County.

Parcel Owner: MARLOES PROPERTIES, LLC		
Property Address: 1874 Marloes Ave East Cleveland, OH		
Parcel No.: 67224063	Delq Tax: \$11,138.98	Lien Year(s): 2004-2004
Legal Description (attached additional sheets if necessary):		
5 HAWGOOD & S/L27 ALL TO 30 ALL & NEXT SOUTH		
Sublot:		

The purchaser of this Tax Certificate or any transferee is entitled to file a notice of intent to foreclose on this parcel within 6 years after the purchase of this Tax Certificate. The parcel owner may redeem this parcel at any time before the court files its entry confirming the sale of the certificate parcel. Upon redemption, the certificate holder shall receive a payment equal to the tax certificate purchase price with the interest provided in sections 5721.30(F), 5721.33, or 5721.38, as applicable, over the period of time prescribed in sections 5721.30(K) and 5721.38, plus the county treasurer's fee.

Certificate Purchaser: Plymouth Park Tax Services, LLC		
Address: 35 Airport Road, Suite 150 Morristown, NJ 07960		
Phone Number: (973) 267-4811		
Certificate Purchase Price: \$11,138.98		Negotiated Interest Rate: 18.00%
Premium:	\$0.00	Discount: \$2,227.80
		Treasurer's Fees: \$205.24

Witness this Wednesday, May 31, 2006

Signature:

Treasurer or Designee

**GOVERNMENT
EXHIBIT
1**

ENDORSEMENT OF TAX CERTIFICATE TRANSFER

I hereby transfer all my rights, title and interest in the foregoing tax certificate number _____ to _____.

Name: _____

Address: _____

who has produced _____ as identification.

Type of ID.

Signature of Transferor: _____

Endorsement must be acknowledged before a notary public.

ACKNOWLEDGMENT

State of Ohio, County of _____ I hereby certify that the foregoing tax certificate was endorsed and acknowledged before me this _____ day of _____, by _____, who is personally known to be the person described in the foregoing tax certificate or has produced _____ as identification.

Signature _____

Notary Public

Seal

My commission expires _____

Type of ID.

ENDORSEMENT OF TAX CERTIFICATE TRANSFER

I hereby transfer all my rights, title and interest in the foregoing tax certificate number _____ to _____.

Name: _____

Address: _____

who has produced _____ as identification.

Type of ID.

Signature of Transferor: _____

Endorsement must be acknowledged before a notary public.

ACKNOWLEDGMENT

State of Ohio, County of _____ I hereby certify that the foregoing tax certificate was endorsed and acknowledged before me this _____ day of _____, by _____, who is personally known to be the person described in the foregoing tax certificate or has produced _____ as identification.

Signature _____

Notary Public

Seal

Type of ID.

CUYAHOGA COUNTY RECORDER

PATRICK J. O'MALLEY - 2

PTXL 10/11/2006 11:35:59 AM

200610110582

NO. S06-3567

TAX CERTIFICATE

(Negotiated Sale)

This Certificate will be cancelled 6 years after the date of sale pursuant to O.R.C. 5721.37, unless date is extended pursuant to O.R.C. 5721.38(C)(2)

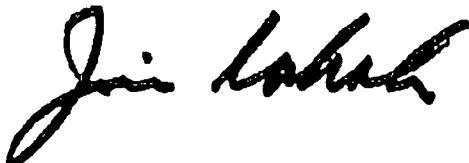
In the State of Ohio, I do hereby certify that at a negotiated sale pursuant to Ohio Revised Code 5721.33, the Tax Certificate for the parcel listed below was offered and sold, and the Certificate was delivered on Friday, September 29, 2006, in Cuyahoga County.

Parcel Owner: MARLOES PROPERTIES, LLC		
Property Address: 1874 Marloes Ave East Cleveland, OH		
Parcel No.: 67224063	Delq Tax: \$12,211.86	Lien Year(s): 2005-2005
Legal Description (attached additional sheets if necessary):		
5 HAWGOOD & S/L27 ALL TO 30 ALL & NEXT SOUTH		
Sublot:		

The purchaser of this Tax Certificate or any transferee is entitled to file a notice of intent to foreclose on this parcel within 6 years after the purchase of this Tax Certificate. The parcel owner may redeem this parcel at any time before the court files its entry confirming the sale of the certificate parcel. Upon redemption, the certificate holder shall receive a payment equal to the tax certificate purchase price with the interest provided in sections 5721.30(F), 5721.33, or 5721.38, as applicable, over the period of time prescribed in sections 5721.30(K) and 5721.38, plus the county treasurer's fee.

Certificate Purchaser: Plymouth Park Tax Services, LLC		
Address: 35 Airport Road, Suite 150 Morristown, NJ 07960		
Phone Number: (973) 267-4811		
Certificate Purchase Price: \$12,211.86		Negotiated Interest Rate: 18.00%
Premium:	\$0.00	Discount: \$2,442.37
		Treasurer's Fees: \$0.00

Witness this Friday, September 29, 2006



Signature:

Treasurer or Designee

GOVERNMENT
EXHIBIT

ENDORSEMENT OF TAX CERTIFICATE TRANSFER

I hereby transfer all my rights, title and interest in the foregoing tax certificate number _____ to _____

Name: _____

Address: _____

Who has produced _____ as identification.

Signature of Transferor: _____

Endorsement must be acknowledged before a notary public.

ACKNOWLEDGMENT

State of Ohio, County of _____, I hereby certify that the foregoing tax certificate was endorsed and acknowledged before me this _____ day of _____, by _____, who is personally known to be the person described in the foregoing tax certificate or has produced _____ as identification.

Signature _____ Notary Public _____ Seal _____

My commission expires _____

DTE Form 121N
Prescribed 4/98
ORC 5721.31(G)

NO. S07-6133

TAX CERTIFICATE

(Negotiated Sale)

This Certificate will be cancelled 8 years after the date of sale pursuant to O.R.C. 5721.37, unless date is extended pursuant to O.R.C. 5721.38(C)(2)

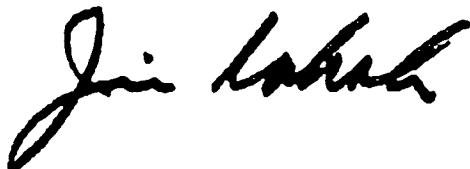
In the State of Ohio, I do hereby certify that at a negotiated sale pursuant to Ohio Revised Code 5721.33, the Tax Certificate for the parcel listed below was offered and sold, and the Certificate was delivered on Friday, September 28, 2007, in Cuyahoga County.

Parcel Owner: MARLOES APARTMENTS, LLC		
Property Address: 1874 Marloes Ave East Cleveland, OH		
Parcel No.: 67224063	Delq Tax: \$14,241.09	Lien Year(s): 2006-2008
Legal Description (attached additional sheets if necessary): 5 HAWGOOD &S/L27 ALL TO 30 ALL & NEXT SOUTH		CUYAHOGA COUNTY RECORDER PATRICK J. O'MALLEY - 2 PTXL 10/15/2007 10:28:31 AM
Sublot: 200710151098		

The purchaser of this Tax Certificate or any transferee is entitled to file a notice of intent to foreclose on this parcel within 6 years after the purchase of this Tax Certificate. The parcel owner may redeem this parcel at any time before the court files its entry confirming the sale of the certificate parcel. Upon redemption, the certificate holder shall receive a payment equal to the tax certificate purchase price with the interest provided in sections 5721.30(F), 5721.33, or 5721.38, as applicable, over the period of time prescribed in sections 5721.30(K) and 5721.38, plus the county treasurer's fee.

Certificate Purchaser: Plymouth Park Tax Services, LLC		
Address: 35 Airport Road, Suite 150 Morristown, NJ 07960		
Phone Number: (973) 267-4811		
Certificate Purchase Price: \$14,241.09		Negotiated Interest Rate: 18.00%
Premium:	\$0.00	Discount: \$5,696.44
		Treasurer's Fees: \$0.00

Witness this Friday, September 28, 2007



Signature:

Treasurer or Designee

1
GOVERNMENT
EXHIBIT
3

ENDORSEMENT OF TAX CERTIFICATE TRANSFER

I hereby transfer all my rights, title and interest in the foregoing tax certificate number _____ to

Name: _____

Address: _____

Who has produced _____ as identification.

Signature of Transferor: _____

Endorsement must be acknowledged before a notary public.

ACKNOWLEDGMENT

State of Ohio, County of _____, I hereby certify that the foregoing tax certificate was endorsed and acknowledged before me this _____ day of _____, _____, by _____, who is personally known to be the person described in the foregoing tax certificate or has produced _____ as identification.

Signature _____ Notary Public Seal _____

My commission expires _____

200705250642

OPEN-END MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that Marloes Apartments, LLC, the Grantor, for the consideration of Five Thousand Five Hundred Nineteen and 98/100 Dollars (\$5,519.98), received to his full satisfaction of Joseph E. Oliver, Co., the Grantee, does give, grant, bargain, sell and convey unto the said Grantee and its successors and assigns, the premises known as 1874 Marloes Avenue, East Cleveland, Ohio, and more particularly described in attached Exhibit "A".

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever. And the said Grantor does for it and its successors and assigns, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents it is well seized of the above described premises as a good and indefeasible estate in fee simple, that the same are free of all liens other than the Priority Liens (as defined in this Note), that it has good right to bargain and sell the same in manner and form as above written, and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns forever, against all claims and demands whatsoever, except the Priority Liens.

WHEREAS, Daniel Josic has as of the date hereof executed and delivered to the said Grantee a promissory note ("Note") in the amount of Five Thousand Five Hundred Nineteen and 98/100 Dollars (\$5,519.98), plus interest at ten percent (10%) per annum, plus future advances for attorneys fees and costs as provided in said Note, as to which all principal and interest is due and payable in full on or before September 30, 2007, and whereas the said Grantor intends that this Mortgage Deed shall secure the payment of all amounts owing under said Note, and the payment of all other amounts hereafter owing from the said Grantor and/or Daniel Josic to the said Grantee, and whereas the said Grantor and Grantee intend that the maximum amount of the indebtedness to be secured hereunder, exclusive of interest, shall be Fifteen Thousand Dollars (\$15,000.00);

NOW, THEREFORE, the conditions hereof shall be broken, and this Mortgage Deed shall become absolute and may be foreclosed upon, if and only if the said Grantee shall default under the Note, any interest in the property encumbered hereby shall be transferred by operation of law or otherwise, and/or any foreclosure or bankruptcy proceedings shall be initiated by or against the said Grantor or said property;

NOW IF THE SAID Grantor, its successors and assigns, shall well and truly pay the aforesaid Note according to the tenor thereof, and shall well and truly pay all other indebtedness hereafter owing to the said Grantee, its successors and assigns, then the above Mortgage Deed shall be void, otherwise to remain in full force and virtue in law.

In testimony whereof, the said Grantor has hereunto set his hand as of the 30th day of April, 2007.

Signed and acknowledged
in the presence of

MARLOES APARTMENTS, LLC:

By: Daniel Josic
Daniel Josic, Manager

GOVERNMENT
EXHIBIT

STATE OF OHIO)
)SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Marloes Properties, LLC, by Daniel Josic, its Manager, who is known to me and did acknowledge to me that he signed the foregoing instrument as manager of said entity, and that the same was his and said entity's free act and deed.

May 26 In testimony whereof, I hereunto set my hand and official seal at Akron, Ohio, on April, 2007.



Notary Public
THOMAS G. MCGARTY, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date
E. L. S., 147 BPRC

This instrument was prepared by:
Joseph E. Oliver, Esq.
230 White Pond Drive, Suite A
Akron, Ohio 44313
(330) 869-9944

Situated in the City of East Cleveland, County of Cuyahoga, and State of Ohio:

And known as being Sub Lots Nos. 27, 28, 29 and 30 in H.A. Hawgood's Subdivision of part of Original Euclid Township Lot No. 5 as shown by the recorded plat in said Subdivision in Volume 28 of Maps, Page 4 of Cuyahoga County Records, and part of Sub Lot No. 28 in E.W. White's Subdivision of part of Original Euclid Township Lots Nos. 4 and 5, as shown by the recorded plat of said Subdivision in Volume 27 of Maps, Page 21 of Cuyahoga County Records, and part of Sub Lot No. 5 in City of East Cleveland's "Terrace-Marloes" Subdivision, proposed of a part of Original Euclid Township Lot No. 5, together forming a parcel of land bounded and described as follows:

Beginning in the Southwesterly line of Marloes Avenue (40 feet wide) at the most Northwesterly corner of said Sub Lot No. 30 in H.A. Hawgood's Subdivision, as aforesaid; thence Southeasterly along the Southwesterly line at Marloes Avenue, 180 feet to a point of curve in said Southwesterly line; thence continuing Southeasterly along the Southwesterly line of Marloes Avenue on an arc of a circle deflecting to the right, said arc having a radius of 80 feet and a chord which bears South 38 deg. 46' 45" East 31-11/100 feet, a distance of 31-31/100 feet to a point of reverse curve; thence continuing Southeasterly along said Southwesterly line of Marloes Avenue on an arc of a circle deflecting to the left, said arc having a radius of 120 feet and chord which bears South 38 deg. 28' 55" East 45-45/100 feet, a distance of 45-72/100 feet to the most Easterly corner of said Sub Lot No. 5 in said Terrace Marloes Subdivision, proposed; thence South 38 deg. 28' 40" West along the Southeasterly line of said Sub Lot No. 5, a distance of about 64-68/100 feet to the most Easterly corner of a parcel of land conveyed to Minnie A. Maxwell, by deed dated March 21, 1929, and recorded in Volume 3805, Page 422 of Cuyahoga County Records; thence Northwesterly along the Northwesterly line of land conveyed to Minnie A. Maxwell, as aforesaid, 9-72/100 feet to the most Southerly corner of Sub Lot No. 27 in H.A. Hawgood's Subdivision, as aforesaid; thence Northwesterly along the Southwesterly line of said Sub Lot Nos. 27, 28, 29 and 30 in said H.A. Hawgood's Subdivision 228-80/100 feet to the most Westerly corner of said Sub Lot No. 30 in H.A. Hawgood's Subdivision, as aforesaid; thence Northeasterly along the Northwesterly line of said Sub Lot No. 30 in said Subdivision, 80-78/100 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Permanent Parcel #: 672-24-083

Subject to and together with all easements, restrictions and legal highways, if any, of record